

Lease Agreement No. 9628.01

SHORT TERM WATER RIGHT LEASE AGREEMENT

(Leases of Existing Water Rights For In-stream Use)

This LEASE AGREEMENT is made between:

Lessor:

Del and Maryjane Nyman

61516 Orion Drive

Bend, OR 97702

541-382-2734

Lessor:

Arnold Irrigation District

19885 Rocking Horse Rd

Bend, OR 97702

(541) 382-7664

RECEIVED

AUG 30 1996

**WATER RESOURCES DEPT.
SALEM, OREGON**

Oregon Water Resources Department (Trustee)

The water rights to be leased are in Deschutes County

I.

- 1.1 Lessors #1 are the owners of property shown in *Exhibit B*.
- 1.2 Section 1.2 is not applicable
- 1.3 *Exhibit C* contains a copy of the certificated right attached to the property in *Exhibit B*. The right is described as follows:
Certificate No.: 29053
- 1.4 **Subject Water Rights.** Lessor proposes to lease part of the water right listed in 1.3, above.

The right to be leased is further described as follows:

Water Right Identification #:29053

Source: Deschutes River

Priority date of:1905

Type of use: Irrigation
Place of use: (Map as *Exhibit D*)
T18S, R13E, S 30, in the NE1/4 - 9.05 acres

No. acres: 9.05
Rate: Maximum of 1 cfs per 20.8 acres
Duty: 15.41 acre-feet season total at river diversion
Season: April 1 to November 1
Point of diversion (POD): RM 174.5 in SW1/4 sec. 27 T18S, R11E
Conditions or other limitations, if any: NONE

- 1.5 **Validity of the Rights.** Lessor attests that the subject water right is legally by having been used beneficially used according to the terms of the right within the last five years immediately preceding the 1996 irrigation year and, if the right is for irrigation, on all lands identified in *Exhibit D*.
- 1.6 **Lease.** Lessor agrees to lease the water right listed in 1.4 for instream use for the term of this Agreement through Lessee to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-77-077.
- 1.7 **Suspending the original use.** During the period of the lease the owner agrees to suspend the use of water under the original right, or the portion of the right that is leased, and any supplemental right for the same use on the same property.
- 1.8 **Water use Reporting.** The Trustee agrees to fulfill legal obligations related to water use reporting.

II.

- 2.1 **Public Use:** The amount, timing and location of the in-stream use provided for under this lease will serve public use as indicated by:
- deficiencies in the water supply for an instream water right # _____.
 - unsatisfied needs identified in an application for an instream water right or Diack flow,
 - specific uses and needs identified in *Exhibit E* as signed off by ODFW, PARKS, or DEQ.
 - another specified piece of evidence in *Exhibit E*, such as, a statement signed by the lessee, or some other person, explaining how the lease would benefit recreation, scenic attraction, aquatic and fish life, wildlife habitat and ecological values, pollution abatement, navigation, or other

public uses.

2.2 Instream use created by the Lease. Described as follows:

Deschutes River

Tributary to Columbia River in Deschutes Basin

Location Bend to Lake Billy Chinook

Use is described in section 2.1, above

Total Volume 141 AF Total for entire season

Rate(s) (cfs) 0.177, 0.232, 0.435 cfs

Period of Use April 1 to October 31, 1996

Date of priority 1905

Conditions to prevent or mitigate injury : NONE

- 2.3 Term of the lease.** This Lease shall commence on August 13, 1996 (Not before the date of final execution by all parties) and continue through: December 31, 1996.
- 2.4 Compensation.** The sum of \$1.00 and other valuable considerations to the people of the state of Oregon.
- 2.5 Flow Protection.** The trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure that the water is delivered to the point of diversion, and through the reach past downstream users so long as flow is sufficient to meet the demands under this date of priority. No party is required to continuously measure the flow of the river/stream described in Paragraph 2.2.
- 2.6 Additional Monitoring.** NONE
- 2.7 Modification or termination provisions.** None

III

3 Watermaster Review. By signature below, the Watermaster for the District where the subject water right is located, verifies the following:

- 3.1** The Lessor is currently entitled to appropriate water under the water right described in Paragraph 1.4.
- 3.2** A suitable control device is/will be in place so WRD staff may regulate use of water under the subject right to ensure water is not diverted or applied on lands

to which subject right is attached.

3.3 Allocation of the water described in Paragraph 2.2 during the term of this lease is not reasonably expected to cause injury to other rights for use of water from the same source.

3.4 Necessary conditions to the proposed instream use:

Watermaster: Flyhoun (District 11)

Date: 8-20-1996

THE UNDERSIGNED LESSOR(S), LESSEE AND TRUSTEE DECLARE THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THE INFORMATION CONTAINED IN THIS LEASE IS TRUE, CORRECT AND COMPLETE.

Lessor #1: Maryann Lyman 8/20/96 Date: 8/20/1996

Lessee or #2: [Signature] Date: 8/26/1996

So ordered by Trustee: [Signature] Date: 10/19/96
(Director, Oregon Water Resources Department)

Effective Date: 10/19/96

List of Exhibits:

Exhibit B - Map of lessors property

Exhibit C - Copies of all certificates, permits and decreed rights attached to the property shown in Exhibit B

Exhibit D - Detailed map showing lands irrigated by subject right

Exhibit E - Identification of Public Use(s) Being Served

~~Exhibit F~~; etc. - Optional Information Pertaining to Monitoring, Reporting, and Termination of the Lease